

**SOLICITATION FOR:**

**311 Customer Relationship Management (CRM) Software  
RFP 15-95**



**CITY OF SOMERVILLE, MASSACHUSETTS**

**RELEASED:**

**04/07/2015**

**DUE BY:**

**Monday, April 27, 2015 at 11:00 A.M.**

**DELIVER TO:**

**City of Somerville  
Purchasing Department  
Attn: Orazio DeLuca  
93 Highland Avenue  
Somerville, MA 02143**

NOTICE TO PROPOSERS  
RFP #15-95  
Customer Relationship Management (CRM) Software

All bids must be in accordance with terms and conditions set forth herein as stated.

SECTION A. Sealed proposals for: CRM Software to work with the City of Somerville's IT Department and 311 Constituent Services Department.

The bids will be received at the office of the Purchasing Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA. 02143 no later than **04/27/2015 @ 11:00 AM**

SECTION B. Forms of price bid, specifications and terms of contract can be obtained at the above office on or after **04/07/2015**.

SECTION C. Bid envelopes shall be clearly marked as follows: "**Bid No: RFP 15-95**"

SECTION D. If **awarded** vendor is a Corporation, vendor must comply with request for "Certificate of Good Standing". See attached instructions.

SECTION E. **INSURANCE: Awarded Vendor** must comply with insurance requirements as stated in the bid package.

SECTION F. Living Wage - see specifications

SECTION G. The requirements in Section E or F will be waived if the words "Non-Applicable" (N/A) are inserted in the space designated.

SECTION H. The Purchasing Director reserves the right to accept or reject any or all bids, to waive any informalities, to divide the award, to amend any specifications or to accept any portion of a bid, if in her sole judgment, the best interest of the City of Somerville would be served by so doing.

SECTION I. The City reserves the right to cancel a contract, if awarded bidder does not respond to all necessary documents and required signature forms within ten (10) working days of receipt of contract.

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Tel. No: \_\_\_\_\_ Fax: \_\_\_\_\_

**CITY OF SOMERVILLE MASSACHUSETTS  
SOMERVILLE CITY HALL  
93 HIGHLAND AVENUE  
SOMERVILLE, MA 02143**

**BIDDING INSTRUCTIONS FOR  
311 Customer Relationship Management System  
RFP 15-95**

**Enclosed you will find a request for proposal for:** The City is seeking an experienced vendor selected to deliver a comprehensive solution that empowers the City to provide convenient, multi-channel, user-friendly access for residents and City staff alike. The vendor will report to and work with the City of Somerville Information Technology Department staff as well as the Constituent Service Department on a daily basis.

**SECTION 1.0  
GENERAL INFORMATION ON BID PROCESS**

**1.1 General**

- When submitting proposal, please identify the solicitation title and number clearly on the submitted envelope. All responses must be sealed and delivered to:

**Purchasing Department  
City of Somerville  
93 Highland Avenue  
Somerville, MA 02143.**

- Proposals submitted must contain at least one (1) original
- **A complete bid consists of all documents listed in Sections 2.0, 4.0, 5.0 and all related appendices. Bids will be considered non-compliant and will be rejected if all required documents are not present.**
- A complete proposal must also include a cover letter signed by an official authorized to bind the proposer contractually and contain a statement that the proposal is firm for ninety (90) days. **An unsigned letter or one signed by an individual not authorized to bind the Offeror will be disqualified.**
- The City of Somerville reserves the right to reject any or all proposals, waive minor informalities, and accept the proposal deemed to be in the best interest of the City.
- The successful Offeror must be an Equal Opportunity Employer.
- The signature of the Offeror's authorized official(s) must be provided on all the proposal forms.
- All information in the Offeror's response should be organized and presented in a clear / concise format. Accuracy and completeness are essential. The successful response will be incorporated into a contract as an exhibit; therefore, Offerors should not make claims to which they are not prepared to commit themselves contractually.

- Additional copies of the solicitation may be obtained from the Purchasing Department on and after **April 7, 2015** between the hours of 8:30 a.m. and 4:30 p.m. Monday – Wednesday, 8:30 a.m. to 7:30 p.m. on Thursdays and 8:30 a.m. to 12:30 p.m. on Fridays.
- The Price Summary Form in Section 4 must be completed. No substitute form will be accepted. Pricing must remain firm for the entire contract period.
- Failure to answer any questions, to complete any form, or to provide the documentation required will be deemed non-responsive and result in disqualification of the bid unless the City determines that such failure constitutes a minor informality, as defined in Chapter 30B.
- Please review and return your sealed bids as sent. Also, ensure that all forms are completed and your bid response is submitted as requested. Use the attached Proposers Checklist to ensure bid documents are complete.

## **1.2 Submission Instructions**

Please submit two sealed envelopes: The first envelope includes one (1) original and five (5) copies of the non-price technical proposal marked: “Non-Price Proposal—RFP 15-95 311 CRM”. The second envelope includes one (1) copy of the price proposal marked “Price Proposal— RFP 15-95 311 CRM”. Please send the complete sealed package to the attention of Orazio DeLuca, Contract Manager, Purchasing Department, Somerville City Hall, 93 Highland Avenue, Somerville MA 02143 on or before **11:00AM, on April 27, 2015.**

(Note: Massachusetts General Laws, Chapter 30B requires that price proposals must be separate from technical proposals. Therefore, please make no reference to pricing in the non-price technical proposal. Failure to adhere to this requirement will result in disqualification. It is the sole responsibility of the Offeror to insure that the proposal arrives on time at the designated place. Late Proposals will not be considered, and will be returned.)

## **1.3 Questions**

Questions concerning this solicitation must be submitted in writing to: Orazio DeLuca, City of Somerville, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143 **before 04/17/2015 @ 12:00pm ET.** Questions may be delivered, mailed, faxed to 617-625-1344, or e-mailed to [odeluca@somervillema.gov](mailto:odeluca@somervillema.gov). Answers will be sent via an addendum to all offerors who received this solicitation through the Purchasing Department. Bidders are encouraged to contact the Purchasing Department to register as a bid document holder to automatically receive addenda as they are issued. It is the responsibility of the offeror to also monitor the bid portal on the City’s website for any updates, addendums, etc. regarding that specific solicitation. The web address is: <http://www.somervillema.gov/departments/finance/purchasing/bids>. **If any bidders or proposers contact anyone outside of the Purchasing Department regarding this bid/proposal, that bidder/proposer will be disqualified immediately.**

## **1.4 Pre-Proposal Conference / Meeting**

Not applicable.

## 1.5 Bidding Schedule

### Key dates for this Invitation for Bid:

RFP Issued	04/07/2015
Deadline for Submitting Questions to RFP	04/17/2015– 12:00pm ET
Bids Due and Opened	04/27/2015 – 11:00am ET
Anticipated Contract Award	05/08/2015
Services Commence	05/15/2015
Contract Completion Date	05/14/2016 – with two (2) one-year options to renew

Responses must be delivered by **04/27/2015 at 11:00am ET** to City of Somerville, Purchasing Department, Attn: Orazio DeLuca, 93 Highland Avenue, Somerville, MA 02143.

## **SECTION 2.0**

### **SPECIFICATIONS/SCOPE OF SERVICES**

#### **2.1 Background**

The City is seeking an experienced vendor selected to deliver a comprehensive solution that empowers the City to provide convenient, multi-channel, user-friendly access for residents and City staff alike. The vendor will report to and work with the City of Somerville Information Technology Department staff as well as the Constituent Service Department on a daily basis.

The City of Somerville has a vibrant and highly engaged constituent base. We are seeking a long-term partner that would allow the City to provide more open, transparent data to the public while making the interactions as accurate and easy as possible.

The goal of this procurement is to:

- The City is interested in software as a service deployment and is not considering any other types of solutions at this time.
- By means of this request, the City seeks a partner to help transform the way residents interact with their government and to improve each resident's experience interacting with the City.

The target beneficiaries will be the Constituents of the City of Somerville.

The City of Somerville, Massachusetts is located in Middlesex County, three miles northwest of Boston. It is bordered by Cambridge on the south and southeast, Everett and the Charlestown section of Boston on the east, Medford on the north, and Arlington on the west. Somerville has a population of 75,754 (Federal 2010 census) and occupies a land area of approximately 4.1 square miles.

The Office of Constituent Service handles approximately 90-100k residential, commercial and inter-departmental requests through their 3-1-1 call center, which is operational 24/7/365. The office also receives thousands of additional requests for information and services through our walk-up kiosks, email, social media and mobile apps. Most, if not all of these interactions need to be captured through the CRM system.

#### **2.2 Scope of Work**

The following is a high level summary of general requirements for a potential CRM solution. The specific needs of any potential CRM solution are not limited to those listed in this document. More detailed requirements are listed in further detail in the attached technical requirements document. The 311 CRM project encompasses software and implementation services needed to deliver an effective solution for the City of Somerville. This section details the scope of the project, including software functionality and implementation services. The specific submission requirements to demonstrate the Respondent's ability to meet these expectations are contained in the technical specifications attached to this document.

The Selected Respondent will provide detailed system and user documentation to City staff responsible for the operation and support of the system. The Selected Respondent shall provide

digital, searchable technical and user manuals to the City. Additionally, the Selected Respondent will also provide the City with complete digital, searchable system implementation documentation concerning installation, configuration, testing, interfaces, and data conversion. The Selected Respondent shall also provide PDF copies of all documentation listed above and unlimited downloads to updated copies.

The Selected Respondent shall provide, in a timely manner, system documents that describe all software in sufficient technical and functional detail, so that this information can be used by City personnel to maintain the system and resolve identified problems.

### **2.3 Specifications / Requirements and Overview**

The City currently has a current CRM in place that is used by over a dozen different agencies and we are seeking a partner that would be able to migrate all existing 311 data into one cohesive system. There are several additional key drivers, including:

- Increasing functionality and ease of use accessing 311 services
- Providing a comprehensive knowledge base
- Increasing residents' use of self-service options and digital technologies
- Improving intake scripts to provide consistent messages
- Providing a consistent approach to address residents' service requests
- Detailed workflow for each service type contained within the system
- Improving querying and reporting capabilities
- Improving call related measurement tools and tracking of service requests
- Increasing efficiencies by channeling duplicate requests to a single work order
- Meeting our fiscal deadline of 7/1/2015 for full implementation

Mayor Curtatone has pushed for open data and predictive analytics to make government services more efficient. The City envisions that the new CRM system will provide extensive data that will feed various other City systems to support advanced analytics. The City seeks to forge a collaboration with a civic minded organization to implement a system that harnesses this data into relevant, accessible tools that improve the day to day life of City residents. This initiative will provide an improved platform to continue these critical initiatives.

It is the City's expectation that the new CRM system will provide the data to drive analytics that will foster collaboration between departments with the residents and facilitate data driven decision making and process improvements in City departments. The City's new CRM solution will leverage existing call center resources, help standardize call taking policies and procedures, and provide the Mayor's Office and the Board of Alderman with detailed metrics on how efficiently calls for services are being handled. It will give local elected officials the ability to monitor the delivery of services to their residents and schedule reoccurring reports. The solution will foster accountability and allow managers to spot trends, establish customer service goals, and analyze the work of their departments to facilitate informed decision making regarding the allocation of resources and improvements in operations. The CRM solution must work within the context of the current telecommunications technology and should include APIs to directly connect to multiple systems including, but not limited to the technical specifications in the attached document.

The City is exclusively interested in implementing a SaaS solution. Maintenance and support shall be provided through the subscription agreement between the Selected Respondent and the City. The maintenance agreement will not commence until the application has been placed in production and accepted by the City in writing. The maintenance agreement must provide ongoing system support and maintenance, including upgrades, bug fixes, and patches, and other technical support necessary for City staff to operate the solution, including help desk support

Presentations by the vendor to the 311 CRM Evaluation Committee may be required after review the submitted proposals either in-person or via web conference.

The final decision will be based on the key elements considered by the Evaluation Committee.

## **2.4 Preferred Experience**

Potential candidates must be able to demonstrate the necessary capabilities to perform the following duties:

### *Request Functionality*

Service Requests must be both user friendly and highly functional. Necessary features include, but are not limited to allowing users to choose from a pre-selected group of options to make requests, allow functionality for custom requests, allow for a user to view the status of their request and allow the user to make anonymous requests. 311 agents must be able to view and sort requests using various metrics that include but are not limited to: by requester, service type, department, time period, location or request status.

The interface should include the ability for agents to escalate critical tasks or route tasks to other agencies with adjustments to service levels as necessary. This includes automatic escalation for projects that are past due or highly critical.

The service request UI should be compatible with multiple channels, including in person, over the phone, e-mail, text message/SMS, smartphone applications and through the 311 website.

### *Configuration and Workflow*

The solution must be easily adaptable to include the City of Somerville logo and should be customizable to ensure consistency with current city branding campaigns. The solution should contain an editable workflow for different service request types in addition to different departments. Using the internal interface, city staff should be able to manually change status information for pending requests.

### *Knowledge Base*

The solution should be equipped with knowledge base functionality that is accessible by users and easily editable by agents. These interfaces should be separate (even if the information is largely similar). It should come with basic features such as preformatted article and FAQ templates, compatibility with both natural and wildcard search, the ability to rank most useful or popular knowledge base articles and usage and search metrics.

### *Reports and Queries*

The solution must have the ability to generate reports based on performance and use indicators that are designated by the City of Somerville. Indicators may include a report of requests by completion status, customer satisfaction data, method used to generate the request, geographic 'hot spots', etc. This solution should also include the ability to display real-time analytics. These



functions should be easily performed using an internal dashboard or similar tool and be able to be scheduled for set times or reoccurring at intervals. Reports should be available in various formats such as .xls and .pdf.

#### *Data Integrity and Availability*

Basic functions such as full backup, customization and real-time update processing should be available without advanced programming knowledge.

This solution should be compatible with legacy, current and future versions of Internet Explorer, Chrome, Firefox and Safari. It should also be mobile and tablet compatible for any public facing tools.

The solution should be capable of withstanding high load emergency situations and must also provide both full and incremental backup capabilities. Data archiving should be an included feature, and archived data should be able to be viewed, reloaded and reported on. The solution must also provide the ability to purge data based on a pre-specified retention schedule. It is imperative that the database provided by the solution is high performance, with fault tolerance and a robust recovery strategy that is managed and implemented by the vendor.

#### *Integration Functionality*

The solution must be capable of integrating with various programs that are configurable by the city thorough an API or similar tools that will allow for real-time, 2-way integration of data. Ability to integrate the City's GIS data is also required.

#### *Mobile Device Usage*

Public Facing: The mobile app for the solution provides the ability for optional anonymous reporting, access to the city's Knowledge Base, the ability to create a service request, the ability to report issues such as potholes and broken glass, the ability for users to view reports by area and check on the status of their own requests. Status updates should also be able to be pushed to mobile devices. The solution should be compatible with current and future versions of iOS and Android.

Internal: The solution should have the ability to update service requests and manage assignments from the field through through a Wi-Fi and/or a mobile carrier data connection, as well and a wired data sync.

#### *Self Service Capabilities*

The solution must allow users to create editable user profiles with security credentials. These profiles would require email validation. These profiles would be accessible online and on mobile. The solution would also have the ability to generate contact logs based on these profiles and would also allow users to either check the status of their request or be notified by email or SMS if the status has been changed under parameters established by the City within the service request workflow configuration. The option of reporting certain issues anonymously without the above mentioned credentials at the City's discretion is also required.

#### *Security*

The solution should encrypt user IDs and passwords and should prevent display and printing of passwords. It should also have the capability to suspend user IDs and automatically log off IDs after a certain period of inactivity.

The solution should provide the ability to maintain security policies and maintain confidential and Personally Identifiable Information. The solution should provide the ability for the vendor to perform periodic security checks, as well as provide security training for employees and contractors. It also ensures that vendor employees and contractors are required to sign a nondisclosure agreement (NDAs). The solution should also provide updates to security documentation with each new version released and there should be a single point of contact for escalation of security issues.

The solution should provide an audit trail of all system activity, including by user, date and time. It should also provide alerts for unauthorized or suspicious activity. The solution should maintain information on security events and can provide reporting on demand.

#### Licenses

The City seeks to procure the following number of licenses:

311 Call Center Users – 40

Departmental Users – 100 (80 “agent” level, 20 “manager”)

Admins/ Super Users – 10

If the Respondent would like to offer an alternative licensing model that they believe is financially beneficial to the City, they are welcome to submit that model in addition to the user licensing model requested above.

While the City is requesting a specific number of licenses, it is imperative that this solution is scalable in nature. There is a likelihood of growth in the City 311 division and the solution must be capable of growing and adapting to those needs with minimal service interruption.

### 2.5 Quality Requirements

Quality requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. **Please complete the Quality Requirements form in Section 5.0 and submit it with your completed bid.** The City of Somerville will disqualify any response that does not meet the minimum quality requirements. A "No Response" to items 1, 2 or 3, or a failure to respond to any of the following minimum standards will result in disqualification of your bid.

In order to provide verification of affirmative responses to items 1, 2 and 3 under the quality requirements listed in the Quality Requirements Form, proposers must submit written information that details the general background, experience, and qualifications of the organization. Subcontractors, if applicable, must be also included.

### 2.6 Period of Performance

The period of performance for this contract is one (1) year beginning on or about May 15, 2015 and ending on or about May 14, 2016, with two (2) one-year options to renew.

## **2.7 Place of Performance**

All services, delivery and other required support shall be conducted in the City of Somerville. Meetings between the Vendor and City personnel shall be held at the City of Somerville, Massachusetts.

## **2.8 Vendor Conduct**

The Vendor's employees shall comply with all City regulations, policies and procedures. The vendor shall ensure that their employees present professional work attire at all times. The authorized contracting body of the City may at his/her sole discretion, to the right the vendor to remove any and vendor employee from city facilities for misconduct or safety reasons. Such rule does not relieve the vendor of their responsibility to provide sufficient and timely service. The City will provide the vendor with immediate written rationale notice for removal of employee through the Purchasing Department.

## **2.9 Confidentiality**

The Vendor agrees that it will ensure that its employees and others performing services under this contract will not use or disclose any non-public information unless authorized by the Purchasing Department. That includes confidential reports, information, discussions, procedures, and any other data that are collected, generated or results from the performance of this SOW.

All documents, photocopies, computer data and any other information of any kind collected or received by the Vendor in connection with the contract work shall be provided to the Purchasing Department upon request at the termination of the contract (i.e., the date on which final payment is made on the contract or at such other time as may be requested by the Purchasing Director or as otherwise agreed by Purchasing Director and the Vendor).

The Contractor may not discuss the contract work in progress with any outside party, including responding to media and press inquiries, without the prior written permission of the Purchasing Department. In addition, the Vendor may not issue news releases or similar items regarding contract award, any subsequent contract modifications, or any other contract-related matter without the prior written approval of the Purchasing Director. Requests to make such disclosure should be addressed in writing to the Purchasing Director.

**SECTION 3.0**  
**RULE FOR AWARD**

The contract shall be awarded to the responsible and responsive proposer submitting the most advantageous proposal response, taking into consideration all evaluation criteria as well as price. The contract will be awarded within ninety (90) days after the bid opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City and the apparent lowest responsive and responsible bidder (or, for a contract requiring payment to the City, the apparent highest responsive and responsible bidder).

**PRICING PAGE**

**TO BE SUBMITTED IN A SEPARATE SEALED ENVELOPE**

## SECTION 4.0

### PRICING

The undersigned proposes to supply and deliver the materials and services specified below in full accordance with the Contract Documents supplied by the City of Somerville entitled:

#### RFP 15-95 Customer Relationship Management (CRM) Software

The Offeror proposes to furnish and deliver the services specified at the following prices that include delivery, the cost of fuel, the cost of labor and all other charges related to successful completion of trips. Prices are to remain the same for the entire contract period.

#### PRICE FORM

TASK	TIME TO COMPLETE	FIXED PRICE Year 1	Year 2	Year 3
1. MEETINGS				
2. DATA COLLECTION/DEV ELOPMENT				
3. IDENTIFY/EVALU ATE RATE STRUCTURE				
4. DEVELOP LOOK AHEAD				
5. REPORTS/MODEL DEVELOPMENT				

Company Name: \_\_\_\_\_

Print Name of Person Submitting Price Proposal: \_\_\_\_\_

Signature of Person Submitting Price Proposal: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Date: \_\_\_\_\_

ADDENDA #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_ ACKNOWLEDGED

Failure to acknowledge receipt of addenda may result in your proposal being rejected

## **SECTION 5.0 FORMS**

### **5.1 Required Submissions (included with response)**

**5.1.1** Proposers' Checklist

**5.1.2** Quality Requirements Form

**5.1.3** Reference Sheet

**5.1.4** Non-Collusion & Tax Compliance Form

**5.1.5** Certificate of Signature Authority

**5.1.6** Somerville Living Wage Ordinance Form

**5.1.7** Vendor TIN Certification Form

### **5.2 Required Submissions (to be provided post award)**

**5.2.1** Certificate of Good Standing: The **awarded vendor** must provide the City with a current "Certificate of Good Standing" from the Commonwealth of Massachusetts. Additional information related to this requirement is included in this solicitation.

**5.2.2** Insurance Certificate: As outlined on attached form included in this solicitation, must be provided by the **awarded vendor** within

**311 CRM SOFTWARE  
RFP 15-95  
PROPOSERS' CHECKLIST**

**Please ensure all documents listed on this checklist are included with your bid. Failure to do so may subject the proposer to disqualification.**

**Non-Price Proposal**

- \_\_\_\_\_ Cover Letter
- \_\_\_\_\_ Proposers' Checklist
- \_\_\_\_\_ Notice to Proposers (found at the beginning of this document)
- \_\_\_\_\_ Acknowledgement of Addenda (if applicable and non-price related)
- \_\_\_\_\_ Quality Requirements/Minimum Selection Criteria
- \_\_\_\_\_ Somerville Living Wage Form
- \_\_\_\_\_ Certificate of Non-Collusion and Tax Compliance
- \_\_\_\_\_ Certificate of Signature Authority (corporation, LLC, or sole proprietor)
- \_\_\_\_\_ Certificate of Good Standing (will be required of awarded Vendor; please furnish with bid if available)
- \_\_\_\_\_ Insurance Specifications (bidders to review and include in bid package; furnish sample certificate with bid if possible)
- \_\_\_\_\_ Reference Form (or equivalent may be attached)

**Price Proposal**

- \_\_\_\_\_ Cover Letter
- \_\_\_\_\_ Acknowledgement of Addenda (if applicable and price related)
- \_\_\_\_\_ Price Summary Page





**CITY OF SOMERVILLE, MASSACHUSETTS**  
**Department of Purchasing**  
**JOSEPH A. CURTATONE**  
**MAYOR**

**QUALITY REQUIREMENTS FORM**

The following quality requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. The City of Somerville will disqualify any response that does not meet the minimum quality requirements. A "No Response" to items 1, 2 or 3, or a failure to respond to any of the following minimum standards will result in disqualification of your bid.

In order to provide verification of affirmative responses to items 1, 2 and 3 under the quality requirements listed below, proposers must submit written information that details the general background, experience, and qualifications of the organization. Subcontractors, if applicable, must be also included.

QUALITY REQUIREMENTS		YES	NO
1.	Minimum of five (5) years of experience in Software for Customer Relationship Management (CRM)		
2.	Minimum of five (5) years of experience working with Municipalities		
3.	Can the vendor meet the required specifications of this RFP?		
4.	Optional:  Are you a Mass. Supplier Diversity Office MBE/WBE certified minority or woman owned business?		

## Comparative Evaluation Criteria

The Comparative Evaluation Criteria set forth in this section of the RFP shall be used to evaluate responsible and responsive proposals. The Comparative Evaluation Criteria are:

<b>Factor 1: Experience delivering Software as a Service (SaaS)-based solutions</b>	
<b>Highly Advantageous</b>	Vendor has greater than five (5) years experience in the services requested in these documents.
<b>Advantageous</b>	Project Manager has three (3) to five (5) years' experience in the services requested in these documents.
<b>Not Advantageous</b>	Vendor has less than three (3) years' experience in the services requested in these documents.
<b>Unacceptable</b>	Vendor has no experience in the services requested in these documents.

<b>Factor 2: Experience in performing projects similar in size and scope</b>	
<b>Highly Advantageous</b>	Vendor has performed greater than five (5) projects of similar scope requested in these documents.
<b>Advantageous</b>	Vendor performed three (3) to five (5) projects of similar scope requested in these documents.
<b>Not Advantageous</b>	Vendor has performed less than three (3) projects of similar scope requested in these documents.
<b>Unacceptable</b>	Vendor has no experience in the services requested in these documents.

<b>Factor 3: Experience in providing similar services to municipalities (Documentation is required. Information should include reference phone numbers and contacts)</b>	
<b>Highly Advantageous</b>	– The proposer has provided similar services to more than five (5) municipal clients.
<b>Advantageous</b>	The proposer has provided similar services to a minimum of three (3) municipal clients.

<b>Not Advantageous</b>	The proposer has provided similar services to less than three (3) municipal clients.
<b>Unacceptable</b>	No prior experience information was submitted

<b>Factor 4: Response to Technical Scope of Services</b>	
<b>Highly Advantageous</b>	Proposal is very thorough, and clearly exceeds the needs as identified by the City. In order to be awarded this ranking the project approach must be clear, innovative, and offer unique aspects about the project or approach
<b>Advantageous</b>	The proposal is adequate, appeared consistent with project intent, and responded to needs as identified by
<b>Not Advantageous</b>	The proposal is vague. The Evaluation Committee is unable to determine if it is consistent with expressed needs or project intent
<b>Unacceptable</b>	The proposal did not adequately explain all aspects of methodology.

<b>Factor 5: Overall impression of proposal</b>	
<b>Highly Advantageous</b>	Response is concise, informative, and highly detailed. Proposal reflects that provider is able to perform in a manner acceptable to the City. Team is completely convinced about the provider's ability to provide and administer the plan as required by the City.
<b>Advantageous</b>	Response is informative, meets criteria for responsiveness. Reviewer feels proposal reflects that provider is able to perform in a manner acceptable to the City but was not overly impressed by proposal's expression of ability.
<b>Not Advantageous</b>	Response does not compel reviewer to believe the proposal reflects that provider is able to perform in a manner acceptable to the City.
<b>Unacceptable</b>	The proposal lacks information to the extent that the reviewer has no ability to determine the proposer's qualifications, experience or ability to do the work.

## **Services to be Provided by Vendor:**

1. Meetings, Communications and Training- the Vendor should expect to attend up to four (4) meetings with City staff prior to implementation as well as training for front-line staff:

- 1.1 Initial meeting — discuss study goals and objectives, refine scope and review schedule milestones;
- 1.2 Review No. 1 - Upon completion of data collection and identification of alternative measures set soft implementation deadlines;
- 1.3 Review No. 2 — Upon completion of first draft evaluation of outstanding issues, confirm timeline for roll-out;
- 1.4 Review No. 3 — Upon completion of final draft, written report of all deliverables
- 1.5 On-site training(s) for the rate model, including a Consultant-developed user manual. The Selected Respondent shall provide the City with a comprehensive training program that includes instructor led training to facilitate successful implementation and knowledge transfer of the proposed CRM solution, as well as a “train the trainer” component allowing successful knowledge transfer of the system to future staff members. The City is interested in training services that use employee time efficiently and effectively transfers practical knowledge about the use of the new CRM solution.

## **2. Data collection, review and mergers**

- 2.1 Collect necessary data with assistance of City staff as required and agreed to in advance;
- 2.2 Conduct detailed review of all existing workflow required to meet objectives.
- 2.3 All pre-existing 311-related data will be merged into system ensuring no gaps in the historical data. Legacy data will be tested to ensure accuracy. Once legacy data has been verified, the primary departments will have their service requests configured and transitioned to the new platform
- 2.4 All remaining departments that will make use of the system, including outside agencies will be configured and tested.

### 3. Knowledge Base Design, Organization, and Implementation

- 3.1 The City's current CRM system does not include a knowledge base system. The Selected Respondent will work with City subject matter experts to design, organize, and implement the solution's knowledge base
- 3.2 The City intends to use two separate knowledge base views: resident facing and internal (City use) only. While the content may be substantively identical, it is critical that the two separate views of the knowledge base be developed and maintained.
- 3.4 The Selected Respondent will work with identified City staff to develop policies, procedures, and protocol for maintaining the knowledge base after implementation

### 4. Reporting

- 4.1 The City anticipates the need for robust and customizable reporting.

### 5. Configuration, Testing, and Acceptance

- 5.1 The Respondent will be required to detail for the City the potential configuration options that are available to meet the requirements
- 5.2 The Respondent will be required to produce a configuration document as a project deliverable prior to the system's final configuration
- 5.3 The Respondent will be required to configure all necessary proposed functionality for the City and is expected to work closely with the City's functional experts to finalize the configurations and transfer knowledge.

### **Services to be Provided by the City:**

- 1. Furnish all reasonably available records and information, including financial reports, budgets and consumption data.
- 2. Provide staff support and assistance as required and agreed to in advance of the study.

## **Time Schedule**

Submissions must be completed by April 27, 2015.

## **Deliverables**

1. One (1) original, five (5) bound copies of the final report, plus an electronic copy in Word format.

## **Proposal Information Requirements**

1. Summarize what you believe your business offers that are unique from other businesses in this field. (EXECUTIVE SUMMARY)
2. Submit a list of key professional staff to be assigned work under this contract and describe their experience. Show only experience directly related to their assigned duties under the proposed project. Identify a Project Manager responsible for overseeing all phases of project. (STAFFING)
3. Submit a listing of all clients (including municipalities) for which the contractor has provided similar services, along with client contacts and recently verified phone numbers. List examples of and/or show list of reports demonstrating the ability of the project team to do the scope of work outlined in this RFP. (CLIENT LIST)
4. List the anticipated amount of support services, if any, and/or any documents the City would be required to provide. (SUPPORT SERVICES)
5. A narrative describing the proposer's understanding of the scope of work and experience with the specific item. Include in the proposal a discussion of the methodologies that are generally accepted for the services specified, and how the proposer may apply them to this project. (SCOPE)
6. Provide an explanation of the proposer's technical approach, identifying tasks, and products and meetings. (TECHNICAL APPROACH)
7. Include written assurances that the contractor has a complete knowledge and understanding of the Massachusetts General Laws that apply to this kind of work and that all work performed shall be completed in compliance with those laws. (COMPLIANCE)

## **Financial Scope of Services**

1. The Price Proposal must be submitted in a separately sealed envelope and no mention of the pricing portions of the Proposal shall be mentioned in the technical or non-price portion of the Proposal. Failure to meet this stipulation will cause the Proposal to be rejected.
2. The Price Proposal shall include cost breakdown for items identified under the Scope of Services/Services. Estimated Time to Complete shall also be indicated. Pricing Form included in the package must be submitted. No substitutions will be permitted.
3. Pricing is to include all costs (including those typically considered as reimbursable costs, and costs for sub-consultants, providing however, that no sub-consultant may be employed without prior written consent of the City).

## **Payments**

1. Invoices to be submitted monthly/annually, and are to be based on a percent completed per task basis.

## **PROPOSAL EVALUATION**

Under the rules established in Massachusetts General Law Chapter 30B, the City's Chief Procurement Officer will appoint a proposal evaluation committee. Those proposals that meet all of the minimum requirements as outlined in this RFP, and are determined to be both responsive (those that offer all of the services requested in the RFP and contain all of the required information and forms properly completed) and those that are responsible (those with the capability, integrity, and reliability to perform under the contract) will be further reviewed using the comparative criteria outlined in this section.

The evaluation committee will use the comparative criterion for each separate rating area, and based upon these criteria, will assign an overall rating to each proposal as permitted under Chapter 30B. Each of the criteria shall contain ratings of:

Unacceptable  
Not Advantageous  
Advantageous  
Highly Advantageous

**An "Unacceptable" rating in any one of the criteria may eliminate the proposal from further consideration.**

The City reserves the right to award the contract to the responsive and responsible proposer who best meets the City's needs, taking into account proposal quality and proposal price. If the lowest priced proposal is not selected and has received, at minimum, a rating of advantageous, the evaluation committee shall explain the reasons for the award in writing to the Chief Procurement Officer, specifying in reasonable detail, the basis for determining that the City should award the contract to a different proposal.

**Minimum Evaluation Criteria -- Failure to meet the following minimum evaluation criteria will result in immediate rejection of the proposal.**

1. Minimum Requirements: Vendors must meet the minimum requirements as specified below
  - a) Demonstration of the project team's experience in performing work related to this proposal.
  - b) No documented record of non-performance or significant unsatisfactory performance in providing rate study/rate model services to municipalities.
  - c) Completeness of proposal based on "Proposal Information Requirements" items.

**Comparative Evaluation Criteria**

1. Experience delivering Software as a Service (SaaS)-based solutions
  - Unacceptable** – Vendor has no experience in the services requested in these documents.
  - Not Advantageous** – Vendor has less than three (3) years' experience in the services requested in these documents.
  - Advantageous** – Project Manager has three (3) to five (5) years' experience in the services requested in these documents.
  - Highly Advantageous** – Vendor has greater than five (5) years experience in the services requested in these documents.
2. Experience in performing projects similar in size and scope
  - Unacceptable** – Vendor has no experience in the services requested in these documents.
  - Not Advantageous** – Vendor has performed less than three (3) projects of similar scope requested in these documents.
  - Advantageous** – Vendor performed three (3) to five (5) projects of similar scope requested in these documents.
  - Highly Advantageous** – Vendor has performed greater than five (5) projects of similar scope requested in these documents.
3. Experience in providing similar services to municipalities (Documentation is required. Information should include reference phone numbers and contacts)
  - Unacceptable** – No prior experience information was submitted.
  - Not Advantageous** – The proposer has provided similar services to less than three (3) municipal clients.
  - Advantageous** – The proposer has provided similar services to a minimum of three (3) municipal clients.
  - Highly Advantageous** – The proposer has provided similar services to more than five (5) municipal clients.



4. Response to Technical Scope of Services

**Unacceptable** – The proposal did not adequately explain all aspects of methodology.

**Not Advantageous** – The proposal is vague. The Evaluation Committee is unable to determine if it is consistent with expressed needs or project intent.

**Advantageous** – The proposal is adequate, appeared consistent with project intent, and responded to needs as identified by

**Highly Advantageous** – Proposal is very thorough, and clearly exceeds the needs as identified by the City. In order to be awarded this ranking the project approach must be clear, innovative, and offer unique aspects about the project or approach

5. Overall impression of proposal

**Unacceptable** – The proposal lacks information to the extent that the reviewer has no ability to determine the proposer's qualifications, experience or ability to do the work.

**Not Advantageous** – Response does not compel reviewer to believe the proposal reflects that provider is able to perform in a manner acceptable to the City.

**Advantageous** – Response is informative, meets criteria for responsiveness. Reviewer feels proposal reflects that provider is able to perform in a manner acceptable to the City but was not overly impressed by proposal's expression of ability.

**Highly Advantageous** – Response is concise, informative, and highly detailed. Proposal reflects that provider is able to perform in a manner acceptable to the City. Team is completely convinced about the provider's ability to provide and administer the plan as required by the City.

## Customer Relationship Management Technical Requirements - City of Somerville MA

Please select one of the following response codes for each corresponding question. The additional comments column may be used to provide any additional, pertinent information but is not a requirement

F	Fully functional out of the box or with minimal configuration (no custom development)
E	Customization/Software Enhancement (Any custom development)
T	Third-party Software Required to Fully Provide Requirement (Third-party Software Must be Proposed)
S	Provided with standard report or Reporting Tool
C	Custom report development required
N	Not Included in this Proposal

Ref #	Service Request Requirements	Select	Additional Comments
<b>System Setup</b>			
1.01	The Customer Relationship Management solution allows for the City of Somerville's name and seal can be branded on the application such that the look and feel can be made consistent with the city's public-facing website		
1.02	Provides ability to define service level agreements for each service request type, factoring variables including, but not limited to :nights, weekends, holiday and seasonal work		
1.03	Provides ability to create user-defined fields that are searchable and define default values and edit rules		
1.04	Provides ability to track calls or requests for information quickly, without detailed information or specific address		
1.05	Provides ability to establish and/or revise status dates such as receipt, assignment/approval, effective/start, projected/targeted start, projected time interval, expected completion, suspension, resume, completed and/or close dates based on user-defined parameters		
1.06	Provides ability to create scripts for call center agents to prompt them to ask drill-down questions and collect all necessary information to process a request		
1.07	The solution supports branching based on responses to questions in script		
1.08	Provides ability to modify, delete or archive scripts		
1.09	Provides the ability to establish user-defined workflow options per request type		
1.10	Provides ability to establish work queues for each department, or sub-department, for routing of requests		
1.11	Provides ability to manage different permissions for access to data and service request types based on user profile		
1.12	Provides ability to configure system view based on user group profile so that each user has ready access to the most pertinent CRM functionality and current status information for their role		
1.13	Provides ability to create customer satisfaction surveys that can be delivered via phone, e-mail or web according to preferred contact method		
1.14	Provides the ability to move collected information with users of the workflow, including attachments		
1.15	Provides the ability to easily maintain workflow tables to perform functions including, but not limited to:		
1.16	o Add new workflow group		
1.17	o Add/delete/change member in workflow group		
1.18	o Set permissions for what group can workflow to what other groups		
1.19	Provides graphical tools to devise/revise workflow		
1.20	Provides ability for a supervisor/manager to see workflow assigned within their workgroup(s)		
1.21	Provides ability for internal users to review the content prior to the service request being submitted into a departmental queue		

## Customer Relationship Management Technical Requirements - City of Somerville MA

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C	Custom report development required
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Ref #	Service Request Requirements	Select	Additional Comments
<b>Service Request Entry</b>			
2.01	Allow for each employee to have a unique set of login credentials (User ID and password) to access system		
2.02	Provides ability for the user to select the service request category type from a drop down menu, keyword search functionality a plus		
2.03	Creation of a unique service transaction ID (tracking number) provided by system for every service request		
2.04	Provides status field that includes options such as, but are not limited to, open, in progress, on hold, complete, escalated, or other		
2.05	Provides ability to attach forms (such as PDF) and other documents (e.g., pictures) to requests		
2.06	Provides ability to auto-populate fields based on previous calls or other known data (e.g. telephone number) from existent constituent profiles		
2.07	Provides ability for a service request type field to allow distinction between initial contact or follow-up inquiry		
2.08	Provides ability to capture the following types of intake data, including but not limited to: date, constituent profile data, issue type, issue description, time of problem occurring, safety concern, location		
2.09	Ability to require mandatory entry of certain fields based on service request type		
2.10	Easy-to-use interface that allows users quick access to frequently used functions		
2.11	Provides a template for "actions to be taken" field(s) to provide for complete documentation of the resolution the request		
2.12	Provides ability for multiple descriptions to be used for the same location and can be verified against the city's GIS data		
2.13	Provides ability to display existing open service requests when the agent enters an address and, should the constituent be calling about an existing request, allow that information to be added to the original ticket so that a count of callers on the same request can be maintained		
2.14	Provides ability to add additional information regarding the exact location of the service request issue (e.g., actual location of pothole)		
2.15	Provides ability to automatically determine duplicate requests by type, date range, and physical location/geography (e.g., street, name of park, school, etc.)		
2.16	Provides ability to create parent-child relationships, so multiple service requests may be linked to a master request		
2.17	Provides ability to link more than one parent service request to another parent service request if needed		
2.18	Provides an ability to recognize repeat callers/web users and assign unique identifier appropriately		
2.19	Since some constituents may choose to remain anonymous, the ability to adhere the constituent's choice if the service type allows for it and a warning or alert if not		
2.20	Administrative tools for name correction, duplicate checking, and merging of contacts		
2.21	Provides an automatic default to today's date with ability to override only if permission rights allow for it		
2.22	Provides ability to record activity notes related to a request, that are unlimited in length, and provide scrolling capabilities for viewing		
2.23	Provides ability to display notes in reverse chronological order and include author identification		
2.24	Provides automatic date/timestamp by user ID for all activity		
2.25	Ability to record person making an activity note entry based on user ID		
2.26	Provides spellcheck capabilities		
2.27	Provides ability to set up approval authority based on request type or task		
2.28	Provides ability to display the constituent's previous interactions using different search features		
2.29	Provides option to prevent a request from being closed until all associated work is completed		
2.30	Provides ability to have the knowledge base content and service request form simultaneously appear on the computer monitor		
2.31	Provides ability to initiate a service request from within a knowledge base article using appropriate template for service request entry based on request type		
2.32	Provides context-sensitive online help when a procedure is incorrectly executed		
<b>Workflow Automation</b>			
2.33	Provides ability to automatically route constituent requests and items to the appropriate provider, department or staff for prompt action, to notify the department that the request is in queue, and to allow the department to forward the request to another department or return it to Constituent Services		
2.34	Provides ability to route a service request to an outside agency, with LSAs adjusted accordingly		
2.35	Provides ability to establish SLA's for each of the steps in a request that is sent to multiple departments		
2.36	The solution allows tasks to be routed or re-routed manually to work queues		
2.37	The solution allows notification of an item in the work queue (or member(s) of group) via email or dynamic refresh of the work queue display		
2.38	Provides ability to automatically assign staff on a location basis		
2.39	Provides ability to automatically assign staff on a project/task basis		
2.40	Provides ability to route a service request to multiple departments and enable all parties to maintain visibility to status		
2.41	Provides ability to automatically assign a priority code, based on transaction type, with an override allowed (e.g., for city council requests, managing director's office requests, service requests which impact a large group of constituents, time sensitive, or after hours requests)		
2.42	Provides ability to escalate requests manually, or automatically based on predefined escalation rules (e.g., when a SLA expires.)		

2.43	Provides ability to automatically escalate service requests that indicate the presence of a critical safety issues. Should include ability to provide prompts/questions to agent to help in determining level of criticality, including taking actions such as warm transfers to 911.		
2.44	Provides ability to create and update automatic or manual reminders that are time triggered and defined for each query type		
2.45	Provides alerts and notifications to responsible party upon call assignment or when past due		
2.46	Provides automatic escalation to supervisor for past due, emergency, high visibility/urgent requests or large volumes of requests		
2.47	Provides ability to set business hours in calculation of performance against SLAs, noting that business hours may be different across different service request types		
2.48	Provides ability to flag a service request as "under investigation". This will cause the system to retain the service request and all associated attachments as long as the record remains under investigation, even if normal records retention policy rules would have deleted it		
<b>2.49 Channel Integration</b>			
2.49	<b>Provides ability to accept requests or inquiries and track those requests in a single database or source from multiple channels, including:</b>		
2.50	In person		
2.51	Telephone		
2.52	Mail		
2.53	Text		
2.54	TTY		
2.55	E-mail		
2.56	Web		
2.57	Smartphone		
2.58	API for 3rd party software (including, but not limited to: Citizenserve, MUNIS)		
2.59	Social media		
<b>2.60 Internal Integration</b>			
2.60	Provides ability to support both unstructured and structured inbound e-mails		
2.61	Provides ability to date/timestamp attachment entries		
2.62	Provides ability to identify the user who attached a document		
2.63	Provides the ability to recognize and alert invalid formats or entries		
2.64	Provides ability to share certain service request-related notes generated by city personnel with constituents, while leaving others for internal use only		
2.65	Provides internal real-time message routing capability for broadcasting content to all, or a specific group of users		
2.66	Provides ability to support structured inbound e-mails		

## Customer Relationship Management Technical Requirements - City of Somerville MA

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S	Provided with standard report or Reporting Tool
C	Custom report development required
N	Not Included in this Proposal

Ref #	Knowledge Base	Select	Additional Comments
<b>Knowledge Base</b>			
3.01	Provides an easy to use online directory searchable by name, event, service provided, or department/division. Provide ability to include appropriate web links.		
3.02	Provides ability to have two separate components to knowledge base: an internal-facing and a public-facing for access by constituents		
3.03	The solution allows the knowledge base and FAQ information to be restricted based on the department and / or specific user permissions		
3.04	Provides Frequently Asked Questions (FAQs) that are definable and searchable		
3.05	The solution allows FAQs to be sorted into categories and subcategories		
3.06	The solution allows attachments to be associated with FAQs such as forms, brochures, photographs, pamphlets, calendar of events, etc.		
3.07	Provides searchable mapping displays of information available by staff for such as parking lot locations and public transportation options		
3.08	Provides ability to search the knowledge base using full-text search (e.g., natural searching) and wildcard searches		
3.09	Provides ability to link a specific article as having been used to resolve a request		
3.10	Provides ability to search based on a knowledge article linked to a service request (e.g., constituent, date, request type)		
3.11	Provides ability to display top issues based on historical usage, ranked according to the most viewed		
3.12	Provides ability to update the list of top issues on a periodic basis (hourly, weekly, monthly, etc.)		
3.13	Provides the ability to purge time sensitive events and to optionally set expiration dates for knowledge articles		
3.14	The solution allows an administrator to update the database and modify workflow options		
3.15	Provides workflow to enable oversight of knowledge creation and publication so that knowledge creation can be decentralized but publication to internal or external users can be controlled centrally		
3.16	Provides pre-formatted templates for creating knowledge articles and FAQ's		
3.17	Provides ability to customize templates for creating knowledge articles and FAQ's		
3.18	Provides the ability to establish quality assurance workflow where appropriate so that content for knowledge base or FAQ's can be approved by multiple parties before being published		
3.19	Provides audit trail to track changes to knowledge base, recording user and date/time of change		
3.20	Provides ability for internal users to subscribe to receive notification of changes to the knowledge base or FAQs, based on subject/section		
3.21	Provides ability for knowledge base administrator to manually or automatically send notification of changes to the knowledge base or FAQs to internal users, based on subject/section		
3.22	Provides ability to report on usage including number of hits to FAQs and knowledge base articles and popular search criteria		

## Customer Relationship Management Technical Requirements - City of Somerville MA

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Ref #	Service Request Requirements	Select	Additional Comments
<b>Institution Self-Service</b>			
4.01	Provides ability for the City of Somerville public web site to interface to the CRM tool's database so that constituents can access it via the web		
4.02	Provides ability for the public web site to provide instructions for non-English speaking individuals		
4.03	The solution supports the presentation of information through a limitless number of web links		
4.04	Provides the ability for a constituent to use a single account log-in to access a variety of City services regardless of the department offering the service for the purpose of submitting or tracking requests		
4.05	Provides ability for constituents to create (and change) a personal password		
4.06	Provides ability for constituents to submit requests anonymously, based on request type		
4.07	Provides ability for constituents to submit and update personal contact information in a constituent profile which would be validated by the City		
4.08	Provides ability to create a contact log which identifies the frequency and amount interactions with constituents, regardless of channel utilized		
4.09	Provides ability to tailor the web entry forms for public use to a subset of transactions used by the City		
4.10	Provides ability for web entry forms for the public to use the same business-defined editing rules as transactions entered by a City operator		
4.11	Provides ability to notify constituent of the expected SLA for the request type, canned messages and direct them to place a call for more urgent needs		
4.12	Provides ability to provide additional information defined for the request type such as questions that determine whether the appropriate request type has been selected		
4.13	Provides ability for on-line service requests to generate error messages indicating the missing information if all required information is not inputted		
4.14	Provides ability for City to temporarily disable certain service requests (e.g., not allow salting request to be processed while snow plowing is still begin performed)		
4.15	Provides ability to conduct on-line transactions and reservations, including but not limited to: parks, programs, etc.		
4.16	Provides ability to validate addresses entered by the constituent on a self-service request		
4.17	Provides a trouble-shooting guide for constituents that is interactive and intuitive		
4.18	Provides ability to post web entries as real-time transactions to the CRM database		
4.19	Provides ability for requestor to print the service request via PDF that can be time stamped		
4.20	Provides ability to display to the constituent a confirmation page after submission of service request on the web		
4.21	Provides ability to automatically send an email to the constituent that submits a request through the website to acknowledge receipt with the unique service request number		
4.22	Provides ability for constituent to identify multiple email addresses to be used for confirmation or status updates		
4.23	The solution allows constituents to review the status of a service request or their service request history		
4.24	Provides ability to control how or if additional information can be added to an existing service request		
4.25	Provides ability to notify constituent upon change of status such as completion of request		
4.26	Provides ability for requests submitted via constituent self-service to be automatically routed to the 311 Response Center for prompt resolution based on the City's business rules as defined in the CRM system		
4.27	Provides ability for call center agent to retrieve a service request that was submitted online via self-service		
4.28	Provides ability to detect duplicates when a call comes into the 311 Response Center and a constituent has already submitted a request.		
4.29	Provides ability for call center agent to retrieve any documents or images included with a service request submitted online via self-service		
4.30	Provides ability to automatically send constituent satisfaction survey based on request type within a user-defined timeframe		

## Customer Relationship Management Technical Requirements - City of Somerville MA

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Ref #	Reports & Analytics	Select	Additional Comments
<b>Reporting and Query Capabilities</b>			
5.01	Ability to generate reports based on a sets of key performance indicators as determined by City of Somerville		
5.02	Provides a set of standard reports that will provide statistical reporting, including but not limited to:		
5.03	Open, closed and past due service requests		
5.04	Service requests related to an address, location or intersection		
5.05	Service requests that have been escalated		
5.06	Service requests that are classified as high priority/urgent		
5.07	All reports to be date sensitive, including the ability to print for prior year's data, fiscal year or calendar year		
5.08	Provides ability for reports to be run against both current and archived data		
5.09	Provides backlog, service activity, and closure rate statistics for all work order activities		
5.10	Provides ability to report on quality measures such as number of ticket reassignments and quality of ticket entry and updates		
5.11	Provides ability to generate variance analysis reports comparing the actual time to complete to the estimate provided to the constituent		
5.12	Provides ability to generate "hot-spot" reporting for geographic areas in pre-defined zones (e.g., zip code, census tract, etc.) or user-defined areas		
5.13	Provides number of inquiries per division/department		
5.14	Provides reporting on customer satisfaction		
5.15	Provides ability to print copies of records, standardized forms, emails, and letters		
5.16	The solution allows reports to be viewable on the screen, in hard-copy format, or available over the web (if security has been allowed to do this for this report)		
5.17	The solution allows report results to be viewed in graphical format		
5.18	The solution allows report results to be viewed on a map		
5.19	The solution allows user friendly ad hoc query capabilities that do not require a user to understand backend database table structure		
5.20	Provides ability to create calculated fields		
5.21	The solution allows multiple users to develop and run queries simultaneously		
5.22	The solution allows query selection criteria to be named and saved for future use		
5.23	The solution allows newly defined reports to be added to the product's menus		
5.24	The solution allows for scheduling of pre-defined reports that can be waiting for the staff or pushed to them via email on demand, monthly, weekly, etc.		
5.25	Provides wizards to help guide the report writing process		
5.26	Provides that the report writer contain an author log, users, and date of most recent update		
5.27	Provides the ability to flag reports or certain elements of the report as confidential and set permissions for access to reports		
5.28	Provides ability to filter reports by department and for department to secure access to departmental reports		
5.29	Provides report writer capabilities for the development of custom reports		
5.30	Provides the ability to export report data into other applications and formats (e.g. PowerPoint, Excel, Adobe, comma delimited, SQL, etc.)		
5.31	Provides that report writer allow direct export of a report or attachment to email		
5.32	Provides ability to record when and which types of form letters have been sent		
5.33	Provides ability to store copies of correspondence sent in an electronic/digital format		
<b>Reporting and Query Capabilities</b>			
5.34	Provides dashboard capabilities that will display reporting information based on user's defined role within the CRM system		
5.35	Provides ability to customize dashboard information based on user's desired level of information		
5.36	Provides real-time analytics to capture key reporting and metrics		
5.37	Provides the ability to assign and/or link management summary reports for comparison over time and benchmarking against other municipalities		
5.38	Provides ability to generate reports based on constituent surveys		
5.39	Provides ability to conduct trending analysis		
5.40	Provides ability to search and report on data associated with service requests such as agent, constituent contact information, address, FAQ article, special event, weather issue and/or request type		
5.41	Ability to map and plan an efficient or optimal work route for a given work order type based on available location data.		



**SOMERVILLE LIVING WAGE ORDINANCE CERTIFICATION FORM**  
**CITY OF SOMERVILLE CODE OF ORDINANCES SECTION 2-397 et seq.\***

**Instructions:** This form shall be included in all Invitations for Bids and Requests for Proposals which involve the furnishing of labor, time or effort (with no end product other than reports) by vendors contracting or subcontracting with the City of Somerville, where the contract price meets or exceeds the following dollar threshold: **\$10,000**. If the undersigned is selected, this form will be attached to the contract or subcontract and the certifications made herein shall be incorporated as part of such contract or subcontract. **Complete this form and sign and date where indicated below on page 2.**

**Purpose:** The purpose of this form is to ensure that such vendors pay a "Living Wage" (defined below) to all covered employees (i.e., all employees except individuals in a city, state or federally funded youth program). In the case of bids, the City will award the contract to the lowest responsive and responsible bidder paying a Living Wage. In the case of RFP's, the City will select the most advantageous proposal from a responsive and responsible offeror paying a Living Wage. In neither case, however, shall the City be under any obligation to select a bid or proposal that exceeds the funds available for the contract.

**Definition of "Living Wage":** For this contract or subcontract, as of 7/1/2014 "Living Wage" shall be deemed to be an hourly wage of no less than **\$12.05** per hour. From time to time, the Living Wage may be upwardly adjusted and amendments, if any, to the contract or subcontract may require the payment of a higher hourly rate if a higher rate is then in effect.

**CERTIFICATIONS**

1. The undersigned shall pay no less than the Living Wage to all covered employees who directly expend their time on the contract or subcontract with the City of Somerville.
2. The undersigned shall post a notice, (copy enclosed), to be furnished by the contracting City Department, informing covered employees of the protections and obligations provided for in the Somerville Living Wage Ordinance, and that for assistance and information, including copies of the Ordinance, employees should contact the contracting City Department. Such notice shall be posted in each location where services are performed by covered employees, in a conspicuous place where notices to employees are customarily posted.
3. The undersigned shall maintain payrolls for all covered employees and basic records relating hereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the number of hours worked, the gross wages, a copy of the social

\* Copies of the Ordinance are available upon request to the Purchasing Department.



Form: \_\_\_\_\_  
Contract Number: \_\_\_\_\_

CITY OF SOMERVILLE

Rev. 06/10/14

security returns, and evidence of payment thereof and such other data as may be required by the contracting City Department from time to time.

4. The undersigned shall submit payroll records to the City upon request and, if the City receives information of possible noncompliance with the provisions the Somerville Living Wage Ordinance, the undersigned shall permit City representatives to observe work being performed at the work site, to interview employees, and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

5. The undersigned shall not fund wage increases required by the Somerville Living Wage Ordinance by reducing the health insurance benefits of any of its employees.

6. The undersigned agrees that the penalties and relief set forth in the Somerville Living Wage Ordinance shall be in addition to the rights and remedies set forth in the contract and/or subcontract.

**CERTIFIED BY:**

Signature: \_\_\_\_\_  
(Duly Authorized Representative of Vendor)

Title: \_\_\_\_\_

Name of Vendor: \_\_\_\_\_

Date: \_\_\_\_\_

**INSTRUCTIONS: PLEASE POST**

**NOTICE TO ALL EMPLOYEES  
REGARDING PAYMENT OF LIVING WAGE**

Under the Somerville, Massachusetts' Living Wage Ordinance (Ordinance No. 1999-1), any person or entity who has entered into a contract with the City of Somerville is required to pay its employees who are involved in providing services to the City of Somerville no less than a "Living Wage".

The Living Wage as of 7/1/2014 is **\$12.05** per hour. The only employees who are not covered by the Living Wage Ordinance are individuals in a Youth Program. "Youth Program" as defined in the Ordinance, "means any city, state or federally funded program which employs youth, as defined by city, state or federal guidelines, during the summer, or as part of a school to work program, or in any other related seasonal or part-time program."

For assistance and information regarding the protections and obligations provided for in the Living Wage Ordinance and/or a copy of the Living Wage Ordinance, all employees should contact the City of Somerville's Purchasing Department directly.

Form: \_\_\_\_\_  
Contract Number: \_\_\_\_\_

CITY OF SOMERVILLE

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## **Non-Collusion Form and Tax Compliance Certification**

**Instructions:** Complete each part of this two-part form and sign and date where indicated below.

### **A. NON-COLLUSION FORM**

I, the undersigned, hereby certify under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person.

As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature: \_\_\_\_\_  
(Individual Submitted Bid or Proposal)  
Duly Authorized

Name of Business or Entity: \_\_\_\_\_

Date: \_\_\_\_\_

### **B. TAX COMPLIANCE CERTIFICATION**

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support, as well as paid all contributions and payments in lieu of contributions pursuant to MGL 151A, §19A(b).

Signature: \_\_\_\_\_  
(Duly Authorized Representative of Vendor)

Name of Business or Entity: \_\_\_\_\_

Social Security Number or Federal Tax ID#: \_\_\_\_\_

Date: \_\_\_\_\_

Form: \_\_\_\_\_  
Contract Number: \_\_\_\_\_

CITY OF SOMERVILLE

Rev. 08/01/12



**Certificate of Authority  
(Corporations Only)**

**Instructions:** Complete this form and sign and date where indicated below.

1. I hereby certify that I, the undersigned, am the duly elected Clerk/Secretary of

\_\_\_\_\_  
(Insert Full Name of Corporation)

2. I hereby certify that the following individual \_\_\_\_\_  
(Insert the Name of Officer who Signed the Contract and Bonds)

is the duly elected \_\_\_\_\_ of said Corporation.  
(Insert the Title of the Officer in Line 2)

3. I hereby certify that on \_\_\_\_\_  
(Insert Date: Must be *on or before* Date Officer Signed Contract/Bonds)

at a duly authorized meeting of the Board of Directors of said corporation, at which a quorum was present, it was voted that

\_\_\_\_\_  
(Insert Name of Officer from Line 2) (Insert Title of Officer from Line 2)

of this corporation be and hereby is authorized to make, enter into, execute, and deliver contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

4. **ATTEST:**

**Signature:** \_\_\_\_\_  
(Clerk or Secretary)

**AFFIX CORPORATE SEAL HERE**

**Printed Name:** \_\_\_\_\_

**Printed Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_  
(Date Must Be *on or after* Date Officer Signed Contract/Bonds)

Form: \_\_\_\_\_  
Contract Number: \_\_\_\_\_

CITY OF SOMERVILLE

Rev. 08/01/12



**Certificate of Authority  
(Limited Liability Companies Only)**

**Instructions:** Complete this form and sign and date where indicated below.

1. I, the undersigned, being a member or manager of

\_\_\_\_\_  
(Complete Name of Limited Liability Company)

a limited liability company (LLC) hereby certify as to the contents of this form for the purpose of contracting with the City of Somerville.

2. The LLC is organized under the laws of the state of: \_\_\_\_\_.

3. The LLC is managed by (check one) a ☐ Manager or by its ☐ Members.

4. I hereby certify that each of the following individual(s) is:

- a member/manager of the LLC;
- duly authorized to execute and deliver this contract, agreement, and/or other legally binding documents relating to any contract and/or agreement on behalf of the LLC;
- duly authorized to do and perform all acts and things necessary or appropriate to carry out the terms of this contract or agreement on behalf of the LLC; and
- that no resolution, vote, or other document or action is necessary to establish such authority.

<u>Name</u>	<u>Title</u>

5. **Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Printed Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Form: \_\_\_\_\_  
Contract Number: \_\_\_\_\_

CITY OF SOMERVILLE

Rev. 08/14/2014



## **Sole Proprietor Declaration as to Workers' Compensation Insurance**

**Instructions:** Complete this form and sign and date where indicated below.

### **1. Please Print Legibly**

**Business/Organization Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

2. I hereby certify that I am a sole proprietor doing business under the name written above, and have no employees working for me in any capacity, and am not required by law to obtain workers compensation insurance. I am the sole proprietor of the firm and am solely responsible for liabilities thereof. I am the sole owner and proprietor of said business. I further confirm that I am and shall continue to be personally and fully responsible for all business conducted under my name.

3. I certify that I am an independent contractor and I understand that under the terms of this contract I am not an agent, servant or employee of the City of Somerville and am not eligible for, and shall not participate in, any City of Somerville employee benefits, including but not limited to pension, deferred compensation plans, health, life and accidental death and dismemberment insurance or other fringe benefits.

4. I hereby certify that all work required will be performed personally and solely by me or persons who perform voluntary service without pay.

5. I hereby certify that I am hereby authorized to make, enter into, execute, and deliver contracts and bonds in the name and on behalf of said sole proprietorship, and such execution of any contract of obligation in this sole proprietorship's name and on its behalf shall be valid and binding upon this sole proprietorship.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

## CERTIFICATE OF GOOD STANDING

TO: Vendor

FROM: Purchasing Department

RE: **CERTIFICATE OF GOOD STANDING**

The **Awarded Vendor** must comply with our request for a **CURRENT "Certificate of Good Standing"**.

If you require information on how to obtain the "Certificate of Good Standing" or Certificate of Registration (Foreign Corporations) from the Commonwealth of Massachusetts, please call the Secretary of State's Office at (617) 727-2850 (Press #1) located at One (1) Ashburton Place, 17<sup>th</sup> Floor, Boston, MA 02133 or you may access their web site at:  
<http://corp.sec.state.ma.us/CorpWeb/Certificates/CertificateOrderForm.aspx>

If your company is incorporated outside of Massachusetts and therefore is a "foreign corporation", but is registered to do business in Massachusetts, please comply with our request for the Certificate of Registration from the Commonwealth of Massachusetts. If your company is a foreign corporation, but is not registered to do business in Massachusetts, please provide the Certificate of Good Standing from your state of incorporation.

Please note that without the above certificate (s), the City of Somerville cannot execute your contract.

### IMPORTANT NOTICE

Requests for Certificates of Good Standing by mail may take a substantial amount of time. A certificate may be obtained immediately in person at the Secretary's Office at the address above. Also, at this time, the Secretary of State's Office may not have your current annual report recorded. If this is the case, and you are therefore unable to obtain the Certificate of Good Standing, please forward a copy of your annual report filing fee check with your signed contracts. Please forward your original Certificate of Good Standing to the Purchasing Department upon receipt.

Thank You,

Purchasing Director

## REFERENCE FORM

Bidder: \_\_\_\_\_

IFB Title: \_\_\_\_\_

Bidder must provide references for: Three other similar sized Municipalities provided the same services

Reference: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ Email: \_\_\_\_\_

Description and date(s) of supplies or services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reference: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ Email: \_\_\_\_\_

Description and date(s) of supplies or services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reference: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ Email: \_\_\_\_\_

Description and date(s) of supplies or services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





## CITY OF SOMERVILLE, MASSACHUSETTS

JOSEPH A. CURTATONE  
MAYOR

### Vendor Certification

The vendor certifies that it has provided the City of Somerville with an accurate tax identification number (TIN). In the event that the City is fined by the IRS for an incorrect TIN provided by the vendor, the vendor agrees to reimburse the City for the amount of the fine.

---

TIN

---

Signature

---

Printed Name of Person signing

---

Company

---

Date



Somerville City Hall • 93 Highland Avenue • Somerville, Massachusetts 02143  
(617) 625-6600, Ext. 3400 • TTY: (617) 666-0001 • Fax: (617) 625-1344  
[www.somervillema.gov](http://www.somervillema.gov)



## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)	Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
Employer identification number								
				-				

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
-----------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

## INSURANCE SPECIFICATIONS

### INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:

Prior to commencing performance of any work or supplying materials or equipment covered by these specifications, the contractor shall furnish to the Office of the Purchasing Director a Certificate of Insurance evidencing the following:

#### A. GENERAL LIABILITY - Comprehensive Form

Bodily Injury Liability.....\$ 500,000.00

Property Damage Liability.....\$ 500,000.00

#### B. COVERAGE FOR PAYMENT OF WORKER'S COMPENSATION BENEFIT PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS GENERAL LAWS IN THE AMOUNT AS LISTED BELOW:

WORKER'S COMPENSATION.....\$ Statutory

EMPLOYERS' LIABILITY.....\$ Statutory

#### C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ STATUTORY

1. A contract will not be executed unless a certificate (s) of insurance evidencing above-described coverage is attached.
2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.
3. All applicable insurance policies shall read:  
**"CITY OF SOMERVILLE" as a certificate holder and as an additional insured** for general liability only along with a description of operation in the space provided on the certificate.
4. Please comply with our requirement of a **thirty (30) day** notice of cancellation and note on certificate.

#### Certificate Should Be Made Out To:

City Of Somerville  
Purchasing Department  
93 Highland Avenue  
Somerville, Ma. 02143

**Note: If your insurance expires during the life of this contract, you shall be responsible to submit a new certificate(s) covering the period of the contract. No payment will be made on a contract with an expired insurance certificate.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

DESCRIPTION OF PROJECT, SOLICITATION NUMBER AND THAT THE CITY OF SOMERVILLE IS A CERTIFICATE HOLDER AND ADDITIONAL INSURED

**CERTIFICATE HOLDER**

CERTIFICATES SHOULD BE MADE OUT TO:

CITY OF SOMERVILLE  
PURCHASING DEPARTMENT  
93 HIGHLAND AVE  
SOMERVILLE, MA 02143

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

## **SECTION 6.0 INSTRUCTIONS TO OFFEROR**

### **6.1 General Information & Submission Instructions**

#### **6.1.1 Bid Delivery**

Responses must be delivered by **04/27/2015 at 11:00am ET** to City of Somerville, Purchasing Department, Attn: Orazio DeLuca, 93 Highland Avenue, Somerville, MA 02143. One (1) original and five (5) copies copy of the response should be submitted. Responses must be sealed and marked with the solicitation tile and number. All bids must include a forms listed in the Proposers Checklist

#### **6.1.2 Evaluation Methodology**

All responses will be reviewed by an evaluation committee composed of employees of the City. However, the City reserves the right to involve an outside consultant in the selection process. Final selection will be based upon the evaluators' analysis of the information and materials provided by the proposing vendors in their technical submissions compared to both the Quality Requirements & Comparative Evaluation Criteria of the solicitation. Responses that meet the minimum- Quality Requirements will then be reviewed for responses to the Comparative Evaluation Criteria. The evaluation committee will assign a rating of Highly Advantageous, Advantageous, Not Advantageous or Unacceptable to the Comparative Evaluation Criteria.

The City will award the contract to the most responsive and responsible Offeror who demonstrates best value to the city, technical and price considered. Before awarding the contract(s), the City may request additional information from the Offeror to insure that the Offeror has the necessary resources to perform the required services. The City reserves the right to reject any and all proposals if it determines that the criteria set forth have not been met.

### **6.2 Non-Price (Technical) Proposal Format**

Responses must be submitted in accordance with the requirements set forth in this solicitation. These requirements were developed to standardize the preparation of responses while helping to assure consistency in format and content. This process will reduce the time required to prepare a response and will simplify the review process by City staff. Results of the proposal review process will be utilized to establish a preliminary ranking of the proposers. The City may interview the top ranked candidates as part of the evaluation process. All information in the technical proposal should be organized and presented as directed below. Your Non-Price Proposal response should contain all forms outlined in the Proposers Checklist in the order that they appear.

Responses shall be prepared on standard 8.5 x 11 inch paper (charts may be landscaped but must be on 8.5 x 11 inch paper) and shall be in a legible font size (12). All pages of each response shall be appropriately numbered, and identified with the solicitation number. For ease of reference, consecutive page numbering with tabs is required.

Elaborate format and binding are neither necessary nor desirable. All binders will be capable of lying flat when opened. The cover and spine of each binder will clearly identify the Offeror's name, solicitation number, formal solicitation title and copy number, (e.g. copy 2 of 3). The original for each volume will be clearly identified on the cover and the spine. All binders will allow for easy removal and replacement of pages.

#### **6.2.1 Cover Letter**

Include a cover letter that will summarize, in a brief and concise manner, that the Offeror understands of the requested services. Please include the official name of the firm submitting the proposal, mailing address, e-mail address, telephone number, fax number and contact name. The letter must be signed by an official authorized to bind the proposer contractually and contain a statement that the proposal is firm for ninety (90) days. An unsigned letter or one signed by an individual not authorized to bind the Offeror will be disqualified.

#### **6.2.2 Qualifications & Experience**

The proposer shall include qualifications and experience of the firm (or sole proprietor). The proposer shall identify the year the firm was established, the total number of employees currently employed, and the number of employees focused on this engagement. This section should also generally describe work which is similar in scope and complexity which the Offeror has undertaken in the past. A discussion of the challenges faced, and solutions developed are highly recommended. The proposer may include any additional literature and product brochures.

#### **6.2.3 Quality Requirements Form**

The Quality Requirements Form, or set of basic business standards, must be addressed by each offeror and presented within the technical proposal documentation.

### **6.3 Price Proposal Format**

#### **6.3.1 Cover Letter**

Include a cover letter to summarize, in a brief and concise manner, that the Offeror understands that their offer will bid the firm to the price submitted with their response. Please include the official name of the firm submitting the proposal, mailing address, e-mail address, telephone number, fax number and contact name. The letter must be signed by an official authorized to bind the proposer contractually and contain a statement that the pricing is firm for ninety (90) days. An unsigned letter or one signed by an individual not authorized to bind the Offeror will be disqualified.

#### **6.3.2 Price Summary Page**

Please complete the Price Summary Page in Section 4. The price summary is a fixed flat fee for the duration of the one-year contract.

### **6.3.3 Bid Prices to Remain Firm**

All bid prices submitted in response to this solicitation must remain firm for 90 days following the bid opening.

### **6.3.4 Price Submission**

All prices must contain the unit rate as requested on the bid price form in this solicitation. All prices are to include delivery, the cost of fuel, the cost of labor and all other charges related to the products or services listed. Prices are to remain fixed for the contract period of performance.

### **6.3.5 Estimated Quantities**

The City of Somerville has provided estimated quantities for services over the course of the contract period. These estimates are estimates only and not guaranteed.

### **6.4 Bid Signature**

A response must be signed as follows: 1) if the Offeror is an individual, by her/him personally; 2) if the Offeror is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the Offeror is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

### **6.5 Time for Bid Acceptance**

The contract will be awarded within 60 days after the bid opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City of Somerville and the apparent lowest responsive and responsible bidder (or, for a contract requiring payment, the apparent highest responsive and responsible bidder.)

The Offeror's submission will remain in effect for a period of 90 days from the response deadline or until it is formally withdrawn, a contract is executed or this solicitation is canceled, whichever occurs first.

### **6.6 Hours of Operation**

The awarded Vendor shall schedule his working hours to coincide with the working hours of the City. The normal working hours are 8:30 a.m. and 4:30 p.m. Monday – Wednesday, 8:30 a.m. to 7:30 p.m. on Thursdays and 8:30 a.m. to 12:30 p.m. on Fridays.

#### **6.6.1 Holidays**

Holidays are as followed:

New Year's Day  
Martin Luther King Day  
Presidents' Day  
Patriots' Day

Memorial Day  
Bunker Hill Day  
Independence Day  
Labor Day  
Christmas Eve (half day)

Columbus Day  
Veterans' Day  
Thanksgiving Day  
Thanksgiving Friday  
Christmas Day

Please visit <http://www.somervillema.gov/> for the City's most recent calendar.

\*Under State Law, all holidays falling on Sunday must be observed on Monday.

If the awarded Vendor for their convenience desires to perform work during other than normal working hours or on other than normal work days, or if the Vendor is required to perform work at such times, the Vendor shall reimburse the City for any additional expense occasioned the City, thereby, such as, but not limited to, overtime pay for City employees, utilities service, etc.

UNLESS otherwise specified in these provisions, services will be performed during normal work hours. When required services occur on holidays, work will be performed on either the previous or following work day, unless specified otherwise.

#### **6.6.2 Inclement Weather Days**

In the event of inclement weather, the Vendor is responsible for listening to the public media to determine if the City has been closed because of the weather. The Vendor is encouraged to coordinate work schedules with the City POC to accommodate support requirements, other personnel availability, meeting schedules and vacation schedules.

#### **6.6.3 Unforeseen Office Closure**

If, at the time of the scheduled bid opening, Purchasing Department is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 p.m. on the next normal business day. Bids will be accepted until that date and time.

#### **6.7 Changes & Addenda**

If any changes are made to this solicitation, an addendum will be issued. Addenda will be emailed or faxed to all bidders on record as having picked up the solicitation. The City will also post addendums on its website (<http://www.somervillema.gov/departments/finance/purchasing/bids>). No changes may be made to the solicitation documents by the Offerors without written authorization and/or an addendum from the Purchasing Department.

#### **6.8 Modification or Withdrawal of Bids, Mistakes, and Minor Informalities**

An Offeror may correct, modify, or withdraw a bid by written notice received by the City of Somerville prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. \_\_\_" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the original solicitation.

After the bid opening, an Offeror may not change any provision of the bid in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.



#### **6.9 Right to Cancel/Reject Bids**

The City of Somerville may cancel this solicitation, or reject in whole or in part any and all bids, if the City determines that cancellation or rejection serves the best interests of the City.

#### **6.10 Unbalanced Bids**

The City reserves the right to reject unbalanced, front-loaded and conditional bids.

#### **6.11 Brand Name “or Equal”**

Any references to any brand name or proprietary product in the specifications shall require the acceptance of an equal or better brand. The City has the right to make the final determination as to whether an alternate brand is equal to the brand specified.

#### **6.12 Warranty**

The Offeror warrants that (1) the Supplies sold are merchantable, (2) that they are fit for the purpose for which they are being purchased, (3) that they are absent any latent defects and (4) that they are in conformity with any sample which may have been presented to the City. The bidder guarantees that upon inspection, any defective or inferior Supplies shall be replaced without additional cost to the City. The Vendor will assume any additional cost accrued by the City due to the defective or inferior Supplies. The bidder guarantees all Supplies for a period of one (1) year, or as otherwise specified herein.

#### **6.13 Contract Term Length**

The contract will remain in effect for **one (1) year**, from **on /about 05/15/2015 to on/ about 05/14/2016** with two (2), one year options to renew.

#### **6.14 Invoicing**

The Vendor will mail an invoice to the ordering Department after completion of the service and be authorized by a work order. All invoice submissions must include a Vendor Work Order which was signed by the Department Head, or his/her designee authorizing the work to be performed on a City Building. Any Invoices that are presented for payment, that do not have a signed work order backup, by a City designee, will not be paid by the City.

#### **6.15 Electronic Funds Transfer (EFT)**

For Electronic Funds Transfer payment, the following information shall be submitted with invoices to the office / individuals address listed in Section III:

- Contract/Order number.
- Contractor's name & address as stated in the contract/order number.
- The signature (manual or electronic, as appropriate) title, and telephone number of the Vendor's representative authorized to provide sensitive information.
- Name of financial institution.
- Financial institution nine (9) digit routing transit number.

- Vendor's account number.
- Type of account, i.e., checking or saving.

#### **6.16 Cancellation**

The City reserves the right to cancel this contract at any time on any grounds, including the vendor's failure to comply with the Scope of Work (SOW) provided herein.

#### **6.17 Questions About the Solicitation**

Questions concerning this solicitation must be submitted in writing to: Orazio DeLuca, City of Somerville, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143 **before 4/17/2015 @ 12:00 pm ET**. Questions may be delivered, mailed, faxed to 617-625-1344, or e-mailed to [odeluca@somervillema.gov](mailto:odeluca@somervillema.gov). Written responses will be mailed or faxed to all bidders on record as having picked up the RFP. **If any bidders or proposers contact anyone outside of the Purchasing Department regarding this bid/proposal, that bidder/proposer will be disqualified immediately.**

## **SECTION 7.0 GENERAL TERMS & CONDITIONS**

### **7.1 Taxes**

Purchases incurred by the City are exempt from Federal Excise Taxes, Massachusetts Sales Tax, and solicitation prices must exclude any such taxes. Tax Exemption Certificates will be furnished upon request. City of Somerville's Massachusetts Tax Exempt Number is M046 001 414.

### **7.2 Freight on Board (FOB)**

All prices are to be firm F.O.B. delivered destination (Somerville, MA), to the address specified on the "Notice to Proposers" or any other department location doing business for the City of Somerville in need of such services.

### **7.3 Unit Price**

In case of error in extension of prices quoted herein, the unit price will govern.

### **7.4 Price Reduction**

It is understood and agreed that should any price reductions occur between the opening of this RFP and completion of this delivery. The benefits of all such reductions will be extended.

### **7.5 Guarantees**

The proposer to whom a contract is awarded, guarantees to the City of Somerville all supplies, equipment, related services/maintenance, and labor for a period of at least one (1) year. Upon inspection, any defective or inferior equipment, supplies/materials shall be replaced without additional cost to the City. The contractor will assume any additional cost accrued by the City.

### **7.6 Indemnification**

The vendor agrees to take all necessary precautions to prevent injury to any persons or damage to property during the term of this agreement and shall indemnify and save the City of Somerville harmless against all loss and expense resulting in any way, from any negligent or willful act or omission on the part of the Vendor, it's agents, employees, or sub-contractors or resulting directly or indirectly from Vendor's performance under this Agreement.

### **7.7 Insurance**

Vendor's liability insurance shall be purchased and maintained by the Vendor to protect him from claims under Worker's Compensation Acts and other employee benefits acts, claims from damages because of bodily injury, including death, and from claims for damages, other than to the work itself, to property which may arise out of or result from the Vendor's operation under this agreement, whether such operation by himself or anyone employed by them. This insurance shall be written for not less than any limits of law, whichever is the greater and shall include contractual liability applicable to Vendor's obligations. The Vendor shall deposit with the City of Somerville standard certificates of insurance thereof for any insurance about to expire at least

ten (10) days before such expiration. All such insurance policies shall contain an endorsement or provision requiring thirty (30) days written notice to the City of Somerville prior to cancellations or material change in coverage, scope, or amount of any such policy or policies. Compliance by Vendor with the insurance requirement, however, shall not relieve Vendor from liability under the indemnity provisions. Vendor shall require subcontractors to provide and maintain the required insurance at subcontractors' expense. Subcontractors shall list the City of Somerville and Contractor as additional insured where applicable.

#### **7.8 Independent Contractor**

Vendor is not an agent or employee of the City of Somerville and is not authorized to act on behalf of the City of Somerville.

#### **7.9 Complete Agreement**

This agreement supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.

#### **7.10 Assignment**

Vendor shall not assign the Agreement, or any interest therein, without prior written consent of the City of Somerville.

#### **7.11 Subcontractors**

Vendor shall not engage any other company, sub-contractor or individual to perform any obligation hereunder, without the prior written consent of the City of Somerville.

#### **7.12 Governing Law**

The Bidding procedures shall be in accordance with M.G.L. c. 30B, as most recently amended and all other applicable laws. The contractor shall comply with all Federal, State and Local laws regulations and ordinances governing this type of work.

#### **7.13 Enforceability**

In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of the Agreement.

#### **7.14 Conflict of Interest**

The Proposer certifies that no official or employee of the City of Somerville has a financial interest in this proposal or in the contract which the proposer offers to execute or in the expected profits to arise there from, unless there has been compliance with provisions of Massachusetts General Laws Chapter 43, sec. 27 (Interest in Public Contract by Public Employees), and Massachusetts General Laws, Chapter 268A, sec. 20 (Conflict of Interest), and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.

## **7.15 Termination**

### **7.15.1 For Cause**

The City of Somerville shall have the right to terminate this agreement if (i) Vendor neglects or fails to perform or observe any of these obligations hereunder and a cure is not effected by Vendor within fifteen (15) days next following its receipt of a termination notice issued by the City of Somerville, or (ii) if a judgment or decree is entered against Vendor approving a petition for any arrangement, liquidations, dissolution or similar relief relating to bankruptcy or insolvency and such judgment or decree remains unvacated for thirty (30) days; or (iii) immediately if Vendor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief or debtors shall seek or consent or acquiesce an appointment of any trustee, receiver of liquidation of any of Vendor's property; or (iv) funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the first year of this Agreement. The City of Somerville shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of service provided.

### **7.15.2 Termination for Convenience**

The City may terminate this Contract without cause, at any time, effective upon the date of termination specified by written notice to the Contractor, in which case, the Contractor shall be compensated for: (1) sums due under this Contract incurred up to the date of termination for all Work performed and accepted by the City up to the termination date, calculated on a percentage completion basis covering the period of time between the last approved application for payment and the date of termination using the progress schedule and schedule of values. The Contractor shall use its best efforts to mitigate any expenses and shall in no event incur any new obligations after the date of termination.

### **7.15.3 Payment by the City**

Payment by the City as provided in this section shall be deemed to fully compensate the Contractor for all expenses and those of any consultants, subcontractors and suppliers, directly or indirectly attributable to the termination. Lost profits shall not be payable. Any such termination shall not give rise to any cause of action for damages against the City.

### **7.15.4 Contractor's Duties Upon Termination For Convenience**

Upon termination of this Contract without cause, the Contractor shall: (1) immediately stop the Work; (2) stop placing orders and Subcontracts in connection with this Contract; (3) cancel all existing orders and Subcontracts; (4) surrender the site to City in a safe condition; and (5) promptly transfer to City all materials, supplies, work in process, appliances, facilities, equipment and machinery of this Contract, and all work product, plans, drawings, specifications and other information and documents used in connection with Services performed under this Contract. Failure by the Contractor to comply with said duties shall relieve the City of its obligation to compensate the Contractor, as provided for under this section.

**7.16 Discrimination**

It is understood and agreed that it shall be a material breach of any contract resulting from this RFP for the contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religion, creed, national origin, sex, or ancestry.

**7.17 Withdrawal or Modification of Bid Response**

To withdraw, cancel or modify a response at any time prior to the solicitation opening date, an Offeror must submit such request in writing to the Purchasing Director. Correction or modifications must be sealed when submitted and must indicate on the outside of the envelope whether the correction or modification pertains to the price proposal or the non-price proposal.

**7.18 Samples**

All qualified proposers may be requested to submit samples.

**7.19 Financial and Operational Information**

By submitting a proposal, the proposer authorized the City of Somerville to contact any and all parties referenced by the proposer regarding financial and operational information.

**7.20 Payment**

The City of Somerville shall make no payment for a supply or service rendered prior to the execution of the contract.

**7.21 Extension of Contract**

The City reserves the right to extend the time of any contract resulting from the bid as needed and/or to increase the value by 25% at the sole discretion of the Purchasing Director.

- a. The Offeror's submission will remain in effect for a period of 90 days from the response deadline or until it is formally withdrawn, a contract is executed or this solicitation is canceled, whichever occurs first.
- b. The City will have the option to cancel the contract provided that written notice is given 90 days prior to the effective termination date.

The Procurement Officer shall cancel the contract if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the first year.

**7.22 Sales Tax Exemption**

Materials, equipment, and supplies for this project are exempt from sales tax in accordance with M.G.L. Chapter 64H, Section 6 (d). The City will furnish the successful bidder with its sales tax exemption number.

**APPENDIX A**  
**SAMPLE CONTRACT**

Professional Services Agreement  
By And Between  
The City Of Somerville

Acting Through Its Purchasing Department

For : end user department

Contract # \_\_\_\_\_

Contract Amount \$

Purchase Order # A \_\_\_\_\_

P.O. Amount \$ \_\_\_\_\_

Bid # 05-04

Contract Period: mm/dd/yyyy to mm/dd/yyyy

Contract For: service description

Vendor: name  
address  
city, MA zip  
phone

ACCORDING TO SPECIFICATIONS CONTAINED HEREIN



**PROFESSIONAL SERVICES CONTRACT  
BY AND BETWEEN  
THE CITY OF SOMERVILLE  
AND  
vendor name  
address  
city, state zip  
phone**

This Contract made this datest day of month 2004, by the City of Somerville, acting through its Purchasing Department (hereinafter, the "City") and vendor (hereinafter, the "Vendor").

**WHEREAS**, the City seeks the following services: describe services; (hereinafter, the "Services"); and

**WHEREAS**, the City has followed the bidding procedures required by G.L. c. 30B, §5 for bids 6 for proposals, (See Appendix A - Notice to Bidders/Advertisements and IFB or RFP No. bid no. attached and made a part hereto); and

**WHEREAS**, the Vendor was found to be the lowest responsive and responsible or highly advantageous Vendor (See Appendix B – Proposal Page attached and made a part hereto); and

**NOW THEREFORE**, the City and the Vendor in consideration of mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

## **ARTICLE I. VENDOR'S SERVICES/SUPPLIES**

The Vendor shall provide the Services and/or Supplies described in **Appendix C**, Scope of Services/Specifications, attached and made part hereof.

## **ARTICLE II. TERM AND/OR DELIVERY**

### **A. Term.**

1. The term of this Contract shall commence on the day and year first written above.
2. The Vendor shall complete the Services and/or furnish the supplies, by contract end date (the "Completion Date"). If this Contract is for Supplies, the Vendor agrees to deliver the Supplies upon receipt of an approved Purchase Order.
3. The term of this Contract may be extended at the sole discretion of the City, through written notice to the Vendor.

### **B. Delivery (Applicable to Supplies Only).**

1. The Supplies are to be delivered F.O.B. to:
2. If this Contract is for Supplies, the City may at its sole discretion amend this Contract for a maximum of twenty five percent (25%) of the original Contract amount in the event that the awarding authority finds that it is in the best interests of the City. Any additional Supplies must be billed at the same unit price as the original proposal. (Quoted or Non-Exempt Sole Source Agreements may not exceed \$24,999, including amendments and extensions).

## **ARTICLE III. PRICE AND/OR COMPENSATION**

### **A. Price (Applicable To Supplies Only).**

1. In case of an error in extension prices quoted herein, the unit price will govern.
2. The Supplies and the unit price for the Supplies are listed in Appendix B, attached and made a part hereto.

### **B. Payments.**

1. During the initial term of this Contract, the City agrees to pay the Vendor a total not to exceed \$contract price for Services rendered and/or Supplies received as specified in Appendix C.

2. The City reserves the right to increase the quantity of Services and or Supplies in accordance with G.L. c. 30B.

3. The City shall make no payment for a Supply or Service prior to the execution of this Contract.

4. Payments to the Vendor will be made within sixty (60) days from receipt of a detailed invoice.

**C. Invoicing.**

1. Final invoices from the Vendor are due no later than ninety (90) days from the Completion Date. Any invoice received past the ninety (90) day date will not be paid.

2. If this Contract is extended, invoices related to the extension period are due no later than ninety (90) days from the Extended Completion Date. (Quoted or Sole Source Contracts may not exceed \$24,999, including any amendments or extensions.)

**ARTICLE IV. DEFAULT; TERMINATION; REMEDIES**

**A. Events of Default.**

The following shall constitute events of default under this Contract:

1. The Vendor has made any material misrepresentation to the City; or

2. A judgment or decree is entered against the Vendor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency; or

3. The Vendor files a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors; or

4. The Vendor seeks or consents or acquiesces in the appointment of any trustee or receiver, or is the subject of any other proceeding under which a court assumes custody or control over the Vendor or of any of the Vendor's property; or

5. The Vendor becomes the defendant in a levy of an attachment or execution, or a debtor in an assignment for the benefit of creditors; or
6. The Vendor is involved in a winding up or dissolution of its corporate structure; or
7. Any failure by the Vendor to perform any of its obligations under this Contract, including, but not limited to, the following:
  - (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Vendor's reasonable control,
  - (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Vendor's reasonable control,
  - (iii) failure to perform this Contract in a manner reasonably satisfactory to the City,
  - (iv) failure to promptly re-perform within reasonable time the Services or Supplies that were properly rejected by the City as erroneous or unsatisfactory,
  - (v) discontinuance of the Services or Supplies for reasons not beyond the Vendor's reasonable control,
  - (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination; or
8. Any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

**B. Termination Upon Default.**

In the event of a default by the Vendor, the City, acting through its Chief Procurement Officer, may, at its option, terminate this Contract immediately by written notice of termination. Notwithstanding the above, in the event of a default by the Vendor, the City, acting through its Chief Procurement Officer, may give notice in writing of a default, which notice shall set forth the nature of the default

and shall set a date, by which the Vendor shall cure the default. If the Vendor fails to cure the default within the time as may be required by the notice, the City, acting through its Chief Procurement Officer, may, at its option terminate the Contract.

**C. Termination For Convenience.**

1. Notwithstanding any language to the contrary within the body of this Contract, the City may terminate this Contract, without cause at any time, effective upon the termination date stated in the notice of termination.
2. If the Contract is terminated under this subsection, the Vendor shall be entitled to be paid for Supplies and/or Services delivered and accepted prior to notice of termination at the prices stated in the Contract or bid documents. Any Supplies and/or Services delivered after notification of termination but prior to the effective termination date must be approved in writing in advance by the City in order to be eligible for payment. In no event shall the Vendor be entitled to be paid for any Supplies and/or Services delivered after the effective date of termination.

**D. Obligations Upon Termination.**

Upon termination of this Contract with or without cause, the Vendor shall immediately, unless otherwise directed by the City:

1. Cease performance upon the stated termination date;
2. Surrender to the City the Vendor's work product, which is deliverable under the Contract, whatever its state of completion; and
3. Return all tools, equipment, documents, correspondence, drawings, plans, models, or any other items whatsoever belonging to or supplied by the City;

**E. Rights and Remedies.**

1. The City shall have the right to:
  - a) disallow all or any part of the Vendor's invoices not in material compliance with this Contract; and
  - b) temporarily withhold payment pending correction by the Vendor of any deficiency; and

- c) sue for specific performance or money damages or both, including reasonable attorneys' fees incurred in enforcing any Vendor obligations hereunder; and
  - d) pursue remedies under any bond provided; and
  - e) pursue such other local, state and federal actions and remedies as may be available to the City.
2. Any termination shall not effect or terminate any of the rights or remedies of the City as against the Vendor then existing, or which may accrue because of any default.
3. No remedy referred to in this subsection is intended to be exclusive, but shall be cumulative, and in addition to any other remedy referred to above or otherwise available to the City or Vendor at law or in equity.
4. The Vendor shall not gain nor assert any right, title or interest in any product produced by the Vendor under this Contract.

#### **ARTICLE V. INSURANCE**

The Vendor shall deposit with the City certificates of insurance issued by companies qualified to do business in the Commonwealth of Massachusetts in form and substance satisfactory to the City, with limits equal to or greater than those set forth in Appendix D attached hereto and made a part of this Contract. Such certificates shall name the City of Somerville as an additional insured and shall contain an endorsement requiring ninety (90) calendar days written notice to the City and the City's approval prior to cancellation or change in amounts, types or scope of coverage. The Vendor shall deliver to the City new certificates of insurance at least ten (10) calendar days prior to expiration of the prior insurance and shall furnish the City with the name, business address and telephone number of the insurance agent. Vendors who are sole proprietors and who do not carry workers' compensation coverage shall certify in writing that they do not have any employees.

#### **ARTICLE VI. GENERAL PROVISIONS**

- A. **Governing Law.** This Contract shall be governed by the laws of the

Commonwealth of Massachusetts.

- B. **Complete Agreement.** This Contract supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.
- C. **Condition of Enforceability Against the City.** This Contract is only binding upon, and enforceable against, the City if: (1) the Contract is signed by the Mayor; (2) endorsed with approval by the City Auditor as to appropriation or availability of funds; (3) endorsed with approval by the City Solicitor as to form; and (4) funding is appropriated for this Contract or otherwise made available to the City.
- D. **Taxes.** Purchases incurred by the City are exempt from Federal Excise Taxes and Massachusetts Sales Tax, and prices must exclude any such taxes. Tax Exemption Certificates will be furnished upon request. The City of Somerville's Massachusetts Tax Exempt Number is: MO46 001 414.
- E. **Indemnification.** The Vendor agrees to take all reasonably necessary precautions to prevent injury to any persons or damage to property during the term of this Contract and shall indemnify and save the City harmless against all damages, loss or expense, including judgments, costs, attorneys' fees and interest resulting in any way, from any negligent or willful act or omission on the part of the Vendor, its agents, employees or sub-contractors or resulting directly or indirectly from the Vendor's performance under this Contract.
- F. **Independent Contractor.** The Vendor is an independent contractor and is not an employee, agent or representative of the City.
- G. **Assignment.** The Vendor shall not assign this Contract or any interest herein, without the prior written consent of the City.
- H. **Sub-Contractors.** The Vendor shall not engage any other company, sub-contractor or individual to perform any obligation hereunder, without the prior written consent of the City.
- I. **Discrimination.** It is understood and agreed that it shall be a material breach of this Contract for the Vendor to engage in any practice which shall violate any

provision of G.L. c. 151B, relative to discrimination in hiring, discharge, compensation or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, sexual orientation, age, or ancestry.

**J. Severability.** In the event that any paragraph or provision of this Contract shall be held to be illegal or unenforceable, such paragraph or provision shall be severed from this Contract and the entire Contract shall not fail on account thereof, but shall otherwise remain in full force and effect.

**K. Notice.** The parties shall give notice in writing by one of the following methods: (i) hand-delivery; (ii) telegram; (iii) telecopier; (iv) certified mail, return receipt requested; or (v) federal express, express mail, or any other nationally recognized overnight delivery service,

1. To the Vendor at the address set forth herein or the following

Fax Number: vendor's fax

2. To the City addressed to:

Name: Purchasing Director

Address: Somerville City Hall

93 Highland Avenue

Somerville, MA 02143

Fax No.: 1-617-625-1344

with a copy to: City Solicitor, City Hall, 93 Highland Avenue, Somerville, MA 02143; Fax No. (617) 776-8847.

Notice shall be effective on the earlier of (i) the day of actual receipt, or (ii) one day after tender of delivery.

**L. Captions.** The captions of the sections in this Contract are for convenience and reference only and in no way define, limit or affect the scope or substance of any section of this Contract.

**M. Additional Provisions.** Other conditions governing this Contract are set forth in the following appendices:

Appendix A – Notice to Bidders/Copy of Ad

Appendix B – Price Page



Appendix C – Scope of Services  
Appendix D – Insurance  
Appendix E – Living Wage Ordinance  
Appendix F – Certificate of Good Standing

The above-described appendices are, by this clause, made an integral part of this Contract.

The Contract documents are to be read collectively and complementary to one another; any requirement under one shall be as binding as if required by all. In the event of any conflict or inconsistency between the provisions of this Contract and any of this Contract's documents, the provisions of this Contract shall prevail. In the event of any conflict or inconsistency between this Contract, the Contract's documents and any applicable state law, the applicable state law shall prevail.

#### **ARTICLE VII. REPRESENTATIONS AND CERTIFICATIONS OF THE VENDOR**

The Vendor hereby represents and certifies under the penalties of perjury:

- A. Organization.** The Vendor is a duly organized and validly existing corporation/ partnership/trust/sole proprietorship, other: \_\_\_\_\_, (select one) and is qualified to do business and is in good standing in the Commonwealth of Massachusetts, with full power and authority to consummate the transactions contemplated hereby.
- B. Authority.** (Not applicable to Sole Proprietorship). This Contract has been duly executed and delivered on behalf of the Vendor by its president/ treasurer/ general partner/trustee/other: \_\_\_\_\_ (select one) to and in full compliance with the authority granted by its organizational documents and its votes or resolutions, which authority has not been amended, modified or rescinded as of the date hereof.
- C. Non-Collusion.** This Contract was made without collusion or fraud with any

other person and was in all respects bona fide and fair. As used in this paragraph, the word, "person," shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

- D. Tax and Contributions Compliance.** The Vendor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes and to contributions and payments in lieu of taxes. The Vendor's federal tax identification number is: insert fid no. The vendor certifies that it has provided the City with an accurate tax identification number (TIN). In the event that the City is fined by the IRS for an incorrect TIN provided by the vendor, the vendor agrees to reimburse the City for the amount of the fine.
- E. Municipal Taxes and Liens.** The Vendor has paid all outstanding real estate, personal property or excise tax, water charges, fines and or any other municipal lien charges due to the City of Somerville.
- F. Conflict of Interest.** The Vendor certifies that no official or employee of the City has a financial interest in this Contract or in the expected profits to arise therefrom, unless there has been compliance with the provisions of G. L. c. 43, § 27 (Interest in Public Contracts by Public Employees), and G. L. c. 268A, § 20 (Conflict of Interest).

- G. Licenses and Permits:** The Vendor shall be in possession of all required licenses and permits for any activity which may occur from the Vendor's operations under this Contract. The Vendor shall submit copies of such licenses and/or permits upon request.
- H. Debarment or Suspension.** The Vendor certifies that it has not been debarred or suspended under G. L. c. 29, § 29F, nor will it contract with a debarred or suspended subcontractor on any public contract.

**ARTICLE VIII. WARRANTIES (APPLICABLE TO SUPPLIES ONLY)**

- A.** The Vendor warrants that (1) the Supplies sold are merchantable, (2) that they are fit for the purpose for which they are being purchased, (3) that they are absent any latent defects and (4) that they are in conformity with any sample which may have been presented to the City.
- B.** The Vendor guarantees that upon inspection, any defective or inferior Supplies shall be replaced without additional cost to the City. The Vendor will assume any additional cost accrued by the City due to the defective or inferior Supplies.
- C.** The Vendor guarantees all Supplies for a period of one (1) year, or as otherwise specified in Appendix \_\_\_\_\_.

**ARTICLE IX. LIVING WAGE (APPLICABLE TO SERVICES ONLY)**

If this Contract is for Services in the amount of ten thousand dollars (\$10,000.00) or more, the Vendor must execute a "Living Wage Ordinance Compliance Form" (**Appendix E**) and hereby represents and certifies under the penalties of perjury that it complies with the provisions of the Somerville Living Wage Ordinance.

IN WITNESS WHEREOF, the City and the Vendor have executed this Contract as a sealed instrument as of the date first written above.

**CITY OF SOMERVILLE**

I hereby certify insert text box  
from next page  
delete remaining text boxes

\_\_\_\_\_  
Edward Bean  
City Auditor

\_\_\_\_\_  
Joseph A. Curtatone  
Mayor

\_\_\_\_\_  
Rositha Durham  
Purchasing Director

\_\_\_\_\_  
Department Head

**APPROVED AS TO FORM:**

\_\_\_\_\_  
John Gannon  
City Solicitor

**VENDOR**

vendor name

X \_\_\_\_\_  
Signature of Authorized Agent of Vendor

\_\_\_\_\_  
name of vendor signatory  
Printed Name of Authorized Agent of Vendor

\_\_\_\_\_  
signatory title  
Title of Authorized Agent of Vendor

\_\_\_\_\_  
signatory address  
Street Address of Vendor

\_\_\_\_\_  
city, state zip  
City, State and Zip

\_\_\_\_\_  
vendor fid no  
Tax ID #

**FOR CORPORATIONS ONLY:**

I certify that the individual signing on  
behalf of the corporation has the authority  
to bind the corporation.

\_\_\_\_\_  
Clerk's Signature

\_\_\_\_\_  
Print or Type Clerk's Name